

EXHIBIT A

INSTALLMENT PROMISSORY NOTE

\$18,055.00

Date: February 04, 2022

For value received, the undersigned Albert Abbott and Maureen Abbott (collectively, the "Borrower"), at 1212 W Platinum, Butte, Montana 59701, each as principal, jointly and severally, promise to pay to the order of Michael Lewis and Mary Pat Lewis (collectively, the "Lender"), at 210 Rabbit Dr., Butte, Montana 59701 (or at such other place as the Lender may designate in writing), the sum of \$18,055.00 with no interest.

I. TERMS OF REPAYMENT

A. Payments. The unpaid principal shall be payable in full on March 04, 2022 (the "Due Date"). Unpaid principal after the Due Date shall accrue interest at a rate of 15% annually until paid.

B. Application of Payments. All payments on this Note shall be applied first in payment of accrued interest and any remainder in payment of principal.

C. Acceleration of Debt. If any payment obligation under this Note is not paid when due, the remaining unpaid principal balance shall become due immediately at the option of the Lender.

II. PREPAYMENT

The Borrower reserves the right to prepay this Note by making payment in full of the then remaining unpaid principal and accrued interest.

III. COLLECTION COSTS

If any payment obligation under this Note is not paid when due, the Borrower promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

IV. DEFAULT

If any of the following events of default occur, this Note and any other obligations of the Borrower to the Lender, shall become due immediately, without demand or notice:

- A) the failure of the Borrower to pay the principal and any accrued interest when due;
- B) the death of the Borrower or Lender;
- C) the filing of bankruptcy proceedings involving the Borrower as a debtor;
- D) the application for the appointment of a receiver for the Borrower;
- E) the making of a general assignment for the benefit of the Borrower's creditors;
- F) the insolvency of the Borrower;
- G) a misrepresentation by the Borrower to the Lender for the purpose of obtaining or extending credit.

V. SEVERABILITY OF PROVISIONS

If any one or more of the provisions of this Note are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

VI. MISCELLANEOUS

All payments of principal and any interest on this Note shall be paid in the legal currency of the United States. The Borrower waives presentment for payment, protest, and notice of protest and demand of this Note.

No delay in enforcing any right of the Lender under this Note, or assignment by Lender of this Note, or failure to accelerate the debt evidenced hereby by reason of default in the payment of a monthly installment or the acceptance of a past-due installment shall be construed as a waiver of the right of Lender to thereafter insist upon strict compliance with the terms of this Note without notice being given to Borrower. All rights of the Lender under this Note are cumulative and may be exercised concurrently or consecutively at the Lender's option.

VII. GOVERNING LAW

This Note shall be construed in accordance with the laws of the State of Montana.

VIII. GUARANTY

Spouse unconditionally guarantees all the obligations of the Borrower under this Note and agrees that any modifications of the terms of payment or extension of time of payment shall in no way impair its guarantee, and expressly agrees its guarantee of any modifications or extensions of this Note.

IX. SIGNATURES

This Note shall be signed by Albert Abbott and by Maureen Abbott. This Note shall also be co-signed by Maureen Abbott, on behalf of Spouse.

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the date first written above.

Borrower:
Albert Abbott

By: Albert Abbott
Albert Abbott

Date: 2-4-22

Second Borrower:
Maureen Abbott

By: Maureen Abbott
Maureen Abbott

Date: 2-4-22

Co-Signer:
Spouse

By: Maureen Abbott
Maureen Abbott

Date: 2-4-22

ASSIGNMENT

[ONLY COMPLETE THE FOLLOWING INFORMATION TO ASSIGN PAYMENTS TO A NEW PARTY.]

For value received, the above Note is assigned and transferred to

_____, ("Assignee") of

_____,
(City)(State/province)

_____.
(Country)

Dated: _____

By: _____
Michael Lewis

Dated: _____

By: _____
Mary Pat Lewis

EXHIBIT B

240-3000



**GLACIER
BANK™**

P.O. Box 27 | Kalispell, MT | 59903
1-800-735-4371

Cashier's Check

062780

DATE: 2/04/22

REMITTER: MICHAEL LEWIS

TO: ALBERT ABBOTT

BRANCH:	1150
ORIGINATOR:	TOBRIENSKI
TIME:	15:54:21
CK AMT:	\$15,700.00
FEE AMT:	\$.00
TOTAL:	\$15,700.00

NON-NEGOTIABLE



PLATINUM LANDSCAPE AND HOLDING LLC
206-919-9661

1145

3-4 20 22 93-7666/2921

Printed By: Bank-A-Check

BMARBLE - 1024

Pay to the
Order of

Mike Lewis

\$ *18,055⁰⁰*

Eighteen Thousand Fifty Five & ^{NO}/_{EX}

DOLLARS

**SOUTHWEST
MONTANA**

COMMUNITY FEDERAL CREDIT UNION
Anaconda Butte
406-563-8484 406-782-8837

FOR *Note Repayment*

Albert E Abbott

MP

⑆ 292176661⑆ 10500000347724⑆ 1145

EXHIBIT C

Timothy M Dick, P.C.

Tim Dick
Attorney at Law
17 South Main
P.O. Box 645
Butte, Montana 59703-0645
Office: (406) 723-2345
Fax: (406) 723-0118
E-Mail: tim@timdicklaw.com

August 2, 2022

Albert and Maureen Abbot
PLATINUM LANDSCAPE AND HOLDING LLC
1212 W. Platinum
Butte, MT 59701

RE: Mike Lewis loan of \$18,055.00 on February 4, 2022

Greetings:

I have been retained by Mike Lewis regarding the above referenced loan. By the terms of the loan, you should have paid Mr. Lewis \$18,055.00 by March 4, 2022. In fact, you submitted a check numbered 1145 from Platinum Landscape and Holding LLC, with that date. However, the account that check was written on has been closed. Mr. Lewis has provided several texts between himself and Albert where Albert repeatedly represents that he will contact Mr. Lewis to make payment for the non-negotiable check. The last such communication was on July 7, 2022.

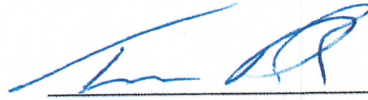
By this letter Mr. Lewis is demanding immediate full payment of the amount owed by August 5, 2022. Please make payment to my office at the address above. If I have not received payment by that date, I will advise Mr. Lewis to exercise all of his legal rights in this situation, both civil and criminal. The Installment Promissory Note signed by you includes a provision for Mr. Lewis to recover his attorney fees in pursuing payment. You should know that we will seek those costs if we must initiate litigation. In addition to a breach of contract claim we will also sue for the obvious fraud perpetrated against Mr. Lewis. A fraud judgment is not dischargeable in bankruptcy.

The amount involved also makes this fraud and/or deceptive practice a felony. Again, Mr. Lewis will pursue all avenues to recover his funds.

Please contact me at the above address prior to August 15, 2022, to arrange payment of this debt. If I have not heard from you by that date, we will file in district court.

Albert and Maureen Abbott
RE: Mike Lewis Loan
August 2, 2022
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Sincerely,



TIMOTHY M. DICK

TMD/bp
cc: Mike Lewis